

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

25526365

This Indenture, WITNESSETH, That the Grantor S
LUTHER G. HAMILTON and IRMA HAMILTON, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty-six Hundred Eighteen & 08/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZORNA, Trustee
of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein,
the following described real estate, with the improvements thereon, including all heating, gas and plumbing ap-
pliances and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Chicago County of Cook and State of Illinois, to-wit:
The East half of Lot 121 and the West half of Lot 120 in the
Superior Court Partition of the South East Quarter of the South East
Quarter of Section 22, Township 38 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois, commonly known as
610 East 71st St. Chicago, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor S LUTHER G. HAMILTON and IRMA HAMILTON, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
DAVENPORT CONSTRUCTION CO., for the sum of Forty-six Hundred Eighteen
8 08/100 Dollars (\$4618.08) payable in 35 successive monthly instalments
each of \$128.28 and a final instalment which shall be equal to or
less than the Monthly instalments due on the note commencing on the
4th day of Sept. 1980, and on the same date of each month thereafter,
until paid, with interest after maturity at the highest lawful rate.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, or part, and to said notes provided, or
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises,
or as demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises
that may have been destroyed or damaged; (4) that events to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on
said premises in good condition to be selected by the trustee hereunder, and to place such insurance on them as is acceptable to the holder
of the first mortgage in the amount of one thousand dollars (\$1,000.00), to the first trustee or his assignee, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all taxes for incumbrances,
and the interest thereon, at the time or times when the same shall become due and payable.

In THE EVENT of failure to pay taxes, or pay taxes of any kind, or the prior assessments or the interest thereon, when due, the grantee or the holder
of said note, or any holder of any part of said indebtedness, or any tax or assessment, or interest thereon, may file suit in the name of the grantee or the holder
of all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantee agrees to repay immediate, and
the same with interest thereon from the date of payment at seven per cent. per annum, shall be an additional indebtedness secured hereby.

In THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and interest, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had been incurred by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complaint in connection with the fore sale hereof,
including reasonable solicitor's fees, perjury, or for discovery evidence, transcript fees, costs of process or collecting alimony above the amount of
the title of said property, or for collection of any debts due by the grantor, and the like, and all disbursements, or expenses by any party, in
proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses
and disbursements shall be an additional item upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure
proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release held given, until all such expenses
and disbursements, or costs, and expenses, and attorney's fees, and other expenses, shall be paid. The grantee may hold possession of the premises
and sue for said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that
upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party
claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said
premises.

In THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
August 1, 1980, of said County to hereby appoint to be first successor in this trust; and if for
any reason the aforesaid person shall fail to act, the person who shall then be the acting Recorder of Deeds of said County to hereby appointed to be second
successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to
the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 22nd day of July A. D. 19 80



X Luther G. Hamilton (SEAL)
X Irma Hamilton (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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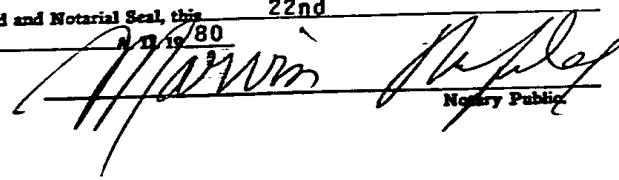
State of Illinois
County of Cook

I,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that REC 10.00
LUTHER G. HAMILTON and IRMA HAMILTON, his wife

personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Done under my hand and Notarial Seal, this 22nd
day of July 1980


Notary Public

REC 25 526 365

Trust Deed

Box No. 246

LUTHER G. HAMILTON and
IRMA HAMILTON, his wife

TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte

Northwest National Bank of Chicago
3985 Milwaukee Avenue
Chicago, Illinois 60641

100-282800